

4. The accident at issue occurred in Payne County, State of Oklahoma, which is located within the Western District of Oklahoma.

JURISDICTION AND VENUE

5. The preceding paragraphs are incorporated herein by reference.

6. This action is brought pursuant to the provisions of 28 U.S.C. § 1332(a). The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and is between citizens of different states.

7. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to this claim occurred within this judicial district.

FACTS

8. The preceding paragraphs are incorporated herein by reference.

9. Beyl-Davenport House Moving, Inc. is a structural moving company with its principal place of business in the State of Oklahoma.

10. Beyl-Davenport House Moving, Inc. is the named insured under a policy of insurance, Policy Number BA-3325C610-16-GRP (“Policy”) issued by Travelers having a coverage period from April 1, 2016 to April 1, 2017 and including an Oklahoma Uninsured Motorist coverage form endorsement.

11. Specifically, the Policy provides uninsured motorist coverage limited to \$1,000,000.00 for any one accident or loss.

12. On or about October 26, 2016, Defendant, an employee of Beyl-Davenport House Moving, Inc., was a passenger in a vehicle owned by another individual or

company. While in the vehicle Defendant Beyl and the driver were struck in the rear by an individual driving a commercial vehicle owned by Texas Choice Meats.

13. Defendant Beyl presented a claim for uninsured motorist benefits under the Policy.

CLAIM FOR DECLARATORY RELIEF

14. The preceding paragraphs are incorporated herein by reference.

15. An actual and justiciable controversy exists between Travelers and Defendants as to whether the vehicle occupied by Defendant Beyl was a “temporary substitute” of a covered “auto” as a matter of law considering applicable facts.

16. An actual and justiciable controversy exists between Travelers and Defendant as to whether the covered “autos” listed on the Policy were “out of service” due to “servicing” as a matter of fact and applicable law.

17. Travelers seeks declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202.

18. Travelers requests a declaration by the Court that the uninsured motorist coverage is inapplicable, and that Defendants are not entitled to benefits under the Policy as a matter of law considering applicable facts.

WHEREFORE, Plaintiff The Travelers Indemnity Company of Connecticut respectfully prays this Court enter judgment in its favor and against Defendants Beyl-Davenport House Moving, Inc. and Dennis Beyl as set forth above, and provide such other and further relief as this Court may deem appropriate.

Respectfully Submitted,

s/Derrick T. DeWitt

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